BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

SECTION 6:

CONTRACT DATA

1. The bidder shall quote for complete scope of work specified in the tender, in respect of **" Supply, Installation and Commissioning of new HRC Fuse switch based, Thermo Setting Plastic enclosure, LT Feeder pillar Box and Replacement of Existing deteriorated Conventional type(Metal) Feeder Pillar Box by new HRC Fuse switch based, Thermo Setting Plastic enclosure, LT Feeder pillar Box at various identified locations of BMAZ & BRAZ Area, BESCOM"** on Total Turn Key basis which includes Supply, Installation and Commissioning as per BESCOM specifications, Testing at factory site for acceptance test as per IS, Supply on FOR Destination to Site basis, Transportation, Insurance, Storage, Handling and moving into the final position, Erection, Testing at Site and Commissioning including Civil works.

2. Project Description:

   2.1 Supply, Installation and Commissioning of new HRC Fuse switch based, Thermo Setting Plastic enclosure, LT Feeder pillar Box and Replacement of Existing deteriorated Conventional type(Metal) Feeder Pillar Box by new HRC Fuse switch based, Thermo Setting Plastic enclosure, LT Feeder pillar Box at various identified locations of BMAZ & BRAZ Area" of BESCOM. on TOTAL Turnkey basis.

3. Scope of work:

The Scope of the Proposal **for "Supply, Installation and Commissioning of new HRC Fuse switch based, Thermo Setting Plastic enclosure, LT Feeder pillar Box and Replacement of Existing deteriorated Conventional type(Metal) Feeder Pillar Box by new HRC Fuse switch based, Thermo Setting Plastic enclosure, LT Feeder pillar Box at various identified locations of BMAZ & BRAZ Area BESCOM"** on total turkey basis as per the technical specifications and other terms and conditions specified in the bid documents including the following :

a. The bidder shall "Supply, Installation and Commissioning of 1409Nos., new HRC Fuse switch based, Thermo Setting Plastic enclosure, LT Feeder pillar Box and Replacement of Existing deteriorated Conventional type(Metal) Feeder Pillar Box by new HRC Fuse switch based, Thermo Setting Plastic enclosure, LT Feeder pillar Box at various identified locations of BMAZ & BRAZ Area.

b. Supply, Installation and Commissioning of 486 Nos. new HRC Fuse switch based, Thermo Setting Plastic enclosure, LT Feeder pillar Box (List enclosed in Annexure-J)

c. Replacement 923 Nos. of Existing deteriorated Conventional type(Metal) Feeder Pillar Box by new HRC Fuse switch based, Thermo Setting Plastic enclosure, LT Feeder pillar Box. (List enclosed in Annexure-K)

d. The installation of these feeder pillar boxes will be carried out in conjunction with the UG cable works of respective sub-division.
e. Existing deteriorated Conventional type (Metal) Feeder Pillar Box should be

dismantled by bidder in co-ordination with respective BESCOM O&M Staff.

f. Dismantled deteriorated Conventional type (Metal) Feeder Pillar Box should be returned to respective Divisional Stores and obtain the acknowledgement for the same.

g. The cable termination shall be carried out by the bidder.

h. The material will be in accordance with the technical specifications specified in this document. No deviation to this is allowed.

i. The foundation work shall be carried out in accordance to the drawing specified in this document.

j. All the necessary statutory permissions to carry out the work shall be borne by the bidder.

k. The bidder should provide vermin proof in the cable entries by using appropriate size Skintop glands and also all cable sheaths are earthed properly.

l. The bidder should remove and dispose the debris at working place as per guidelines of Local authority.

m. The disposal of the thermoset plastic feeder pillar box shall be the responsibility of the bidder as per the guidelines specified by The Central Pollution Control Board after useful life.

4. The successful bidder has to abide by the prevailing standard safety policy.

I. All necessary approvals of the concerned authorities are to be obtained before execution of the works by the successful bidder and necessary assistance will be rendered by the owner.

II. All statutory clearance/ROW issues, wherever required shall be arranged and availed by the successful Bidder. The statutory fee payable towards electrical inspectorate charges will be reimbursed by BESCOM on submission of the receipts for having made the payment to the concerned authorities, such amount is not included in the total Contract value.

5. The equipment / materials supplied by the successful agency should be guaranteed for satisfactory performance as per the Guarantee Clause 15 of Section GCC.

6. If Type tests are insisted by BESCOM for HRC Fuse switch based, Thermo Setting Plastic enclosure, LT Feeder pillar Box shall be carried out as per clause of 19.7 of Special condition of contract.

7. The list of materials mentioned in the schedule are indicative, it shall not be presumed that only these indicative materials are only to be supplied and utilized for the works. The estimates shall be prepared in most economical and safe way of executing the works as per the prevailing standards and any deviation from the standard practices; necessary approval from competent authority is to be obtained.

8. The quantities of materials mentioned in the schedule are unit basis and to be procured /executed by the successful contractor based on the approval of the estimate & BOQ valued at the rates approved by the BESCOM as per the terms and conditions of the contract. Any increase or decrease in the quantities of the materials, the successful bidder shall supply/execute the contract at the same rates, terms and conditions of the contract.

9. Any equipments/materials which are not included in the price schedule of supply and erection part of the contract, but required to complete the work shall be carried out by the successful bidder on recommendation of the Engineer-in-charge as well as approval from the concerned zonal General Manager(Ele), DAS, Smart Grid & TIC, BESCOM at prevailing SR rate including admissible loading factors + approved tender premium and shall be considered to be included in the scope of the work. If the SR rate is not available, then mutually agreed rate will be considered.

10. After completion of the individual work award/order, the latitude and longitude of the distribution transformer existing and installed shall be captured and submitted along the bill to the concerned AEE/EE of the Division.

11. The quantum of works to be executed mentioned in the schedule are provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual materials ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates/unit at which work award/order will be issued.

12. Manufacture of equipment to be supplied to the contractor:

a) **The successful bidder shall procure and supply of all the materials under the scope of the contract from the BESCOM approved vendors as per IS/IEC/BESCOM specifications. Present list of approved vendors for various materials/ Equipment's are available in the BESCOM website.**

Website – www.bescom.karnataka.gov.in, with hyperlink: Department off corporate offi⇨ Quality standards and safety ⟹ vendors List of vendors.

(OR)

b) **In case successful Bidder desires to procure any Equipment's/Materials from any Vendors other than the Approved Vendors of BESCOM, then such vendor has to get vendor approval from BESCOM. The criteria for vendor approval are uploaded in the BESCOM website**.

Website – www.bescom.karnataka.gov.in, with hyperlink: Department off corporate office ⟹ Quality standards and safety ⟹ vendors Vendor procedures.

c) **Project specific vendor approval will not be entertained**. Only in cases where approved vendors are not available for any specific material/ equipment, then request for project specific vendor approval will be considered in which case successful Bidder desiring to procure any Equipments/Materials from such Sub Vendors , shall furnish all the Credentials such as Type test Certificates, details of Past Supplies, Performance Certificates from the End Users etc as required as per **criteria for vendor approval uploaded in the BESCOM website** to this office for examination and to convey the necessary competent approval.

d) The requisition letter of **"inspection call"** from successful bidder shall be submitted to the office of the **General Manager (Ele), DAS, Smart Grid & TIC, BESCOM,** 10 days advance notice in writing the date and place at which the equipment's will be ready for testing/inspection.

13. CONTRACT PERIOD:

The Contract is valid for a period of Twenty Four (24) months from the date issue of Detailed Work Award.

14. COMMISSIONING PERIOD:

a) Even though the detailed work award is valid for a period of 24 months from the date issue of award, the Commissioning period for each of the individual works will be indicated in the individual award/order by the concerned Executive Engineer and entire assigned work shall be completed and commissioned in all aspects within time period indicated in the individual award/order INCLUDING MONSOON PERIOD.

b) During execution of the Contract/ Manufacture/ Erection / Commissioning, the Contractor shall furnish fortnightly Progress Reports to the Engineer in a Format to be specified by the Engineer indicating the Progress up to the Month as against Scheduled and Anticipated Completion Dates in respect of Activities covered in Programs/ Schedules referred above. If called for by the Engineer, the Contractor shall also furnish to the Engineer resources Data in the specified Format(s), and Time Schedule(s). The Contractor shall also furnish any other information necessary to ascertain Progress, if called for by the Engineer.

7. Mode of Awarding:

The concerned Executive Engineers of the Division will issue necessary work award/orders on priority wise for individual works at the approved unit rates as per the terms and conditions of the DWA with duly indicating the period of completion of each work award/orders.

8. Before bidding for the above works the bidder shall fully familiarise himself with the site conditions and general arrangements etc though the BESCOM shall

endeavor to provide the information, it shall not be binding for BESCOM to provide the same. The Bidders are advised to visit the site and aquaint themselves with the topogrophy, infrastructure, soil conditions and design philosophy. The bidder shall be fully responsible for providing all equipments, materials, system and services specified in their scope or otherwise which are required to complete the construction and successful commissioning of the works in all respect in this tender. Non familiarity with the site conditions will not be considered for extra claims and for not carrying out the work in strict confirmity with drawings and specifications.

9. Not withstanding anything stated above are elswhere in the contract data BESCOM reserves right to assess the capability/suitability of the bidder to perform the overall contract should the circumstances warrant such assessment in the overall interest of the BESCOM.

10. BESCOM reserves the right to cancel or withdraw the bid at any juncture without assigning any reason for such decision . Such decision will not incur any liability what soever on the part of the BESCOM consequently.

11. The scope of the proposal shall be supply erection , test and commissioning of electrical distribution network on total turnkey basis asper the technical specifications and other terms and conditions as specified in the bid documents incluing the following

a) Survey design and details engineering
b) Complete manufactur including shop testing of equipments/materials in the scope of the contractor.
c) Providing electrical drawings and technical specifications and test reports for BESCOM’s approval of the equipment for material in the scope of the contractor.
d) Transportation from the manufacturers work site to the site of equipment for material in the scope of the contractor.
e) Receipt, storage, preservation and safe keeping of equipment at the site in the scope of the contractor.
f) Erection, testing and commissioning of all the equipments in scope of the contractor.
g) Reliability tests and performance guarantee tests on commissioning of the equipments in the scope of the contractor.

12. **No deviation** whatsoever either in full or in part, the condition of the bidding documents as specified in the special condition of the contract is permitted by the BESCOM. Therefore the bidders are advised that while making bid proposal and quoting prices these conditions may appropriately be taken into consideration. Bidders are required to submit the certificate to General Manager(Ele), DAS, Smart Grid & TIC, BESCOM as per the format provided in the format of annexures in sealed envelope along with other documents. In the event of non-receipt of the above mentioned **“No deviation certificate”** on or before the date and time indicated, the bids of such bidders will not be opened and will be treated as non-responsive.

13. Bids not covering the scope of the work may be treated as incomplete and hence
rejected summarily.

14. The bidder shall complete all the schedules and annexures in the bid proposal sheets, technical data sheet and price sheet specified elsewhere. The qualifying the data shall be filled in the required schedule of techno commercial sheet. While furnishing the qualifying data only the list of executed works similar in nature to the tendered scope of work shall be furnished.

15. Bid Price:

15.1 The Bidder shall indicate the **Percentage above or below or equal the amount put to tender in the *KPP portal – percentage wise bid financial offer in turn arriving total cost of the contract***, **which shall be** inclusive of Freight & insurance charges and all applicable Taxes such as CGST, SGST, IGST, UTGST, Custom Duties on Imports, cess, if any for supply, Erection, Testing and Commissioning and other Services under the contract as the case may be.

15.2 The **prevailing rates of all applicable CGST, SGST, IGST, UTGST, Custom Duties on Imports, CESS if any shall be considered** while quoting the percentage above or below or equal to the amount put to tender.

15.3 As the tender invited on quoting percentage above or below or equal to the amount put to tender, the successful bidder shall furnish the detailed break up for the all the items under the scope of the contract, in the event of the order before issuing of the Contract. This break up shall be furnished in the following manner: -

i. The price of the goods quoted ex-factory/ex-works/ex-warehouse as applicable, inclusive of all duties, taxes and levies paid or payable on components, sub-assemblies and raw materials.

ii. Applicable CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, CESS if any which will be payable by the Owner on the Goods, if this Contract is Awarded.

iii. In-land transportation charges include handling charges and other costs incidental to delivery of the goods to their final destination and insurance charges including all applicable taxes thereon.

iv. The cost of erection, testing and commissioning as well as associated civil, structural works including all applicable taxes thereon.

v. The Bidder shall include CGST, SGST, IGST, UTGST, levies, surcharge / CESS etc., on erection, testing and commissioning as well as associated civil, structural works as applicable in their break up price and BESCOM would not bear any additional liability on this account. BESCOM shall, however, deduct such tax at sources as per the rules and issue necessary Certificate to the Contractor.

15.4 **Bid Currency shall be exclusively in Indian Rupees**.

The bids offered in any other currency other than Indian currency would summarily be rejected.

16. Price Basis:

The price shall be quoted on **FIRM basis** in accordance with clause 17.0 of Special condition of contract.

17. TAXES AND DUTIES:

17.1 As indicated in Clause 39 of Conditions of Contract of the Bid Document, In case of Award of Contract, a Single Works Contract covering both Supply & Erection portion of the Contract will be issued to the successful Bidder.

17.2 **(i) Applicable CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, CESS if any** payable on supply of material/equipment, component sub-assemblies, raw materials and any other items used for the contractor's consumption or dispatched directly to the site stores of the contractors, associated civil works and erection works shall be included in the total bid price and any such **taxes,** duties levies etc, **additionally payable due to statutory variation or due to introduction of new tax or taxes, duties and levies not considered by the Bidder but payable as applicable on the date of bidding etc., shall be to the Bidder's account and no separate claim on this behalf shall be entertained by the owners either during the contractual period or during the extended period if any**.

(ii) Materials supplied by the Bidder to the Owner:

All applicable CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, CESS if any, in respect of all materials, under the contract shall be included in the total bid price, but they shall be indicated separately as mentioned in clause 11 supra.

Any such taxes, duties, levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by the Owner.

(iii) Erection works:

The applicable CGST, SGST, cess if any etc., shall be included in the price bid and shall be indicated separately in price schedules as mentioned in clause 11 supra.

Any such taxes, duties, levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by the BESCOM.

(iv) In case of any statutory variation in **CGST, SGST, IGST, UTGST, levies, CESS if any** or if any **tax**/ duty/levy is newly introduced by the government applicable for this contract with effect from the next day of the date of submission of the bid these variations/additional **taxes**/ duties/ levies will be to the account of the Owner. In case the Bidders indicate lesser rates of **taxes** & duties with reference to the prevailing rates of **taxes** & duties at the time of

bidding, any variations in the **taxes** and duties would be paid/recovered keeping the rates of **taxes** & duties applicable as on the **last date of Techno-Commercial Bid Submission as notified (either original or extended) as** the base and not the quoted rates of **taxes** & duties for payment/recovery of difference in the **taxes** and duties. If the contractor is required to pay additional **tax** or duty, then the owner shall reimburse the contractor the additional **tax** or duty so paid by the contractor against submission of documentary evidence to the satisfaction of the owner by the contractor. This provision will be applicable to Supply, erection and civil works.

Note: Additional tax liability on account of change in the sources of the equipment's/materials, if any, will be to bidders account only.

The claims against statutory variation, in principle, would be settled as reimbursement provided the contractor furnishes documentary evidence to establish that the extra amount claimed due to statutory variation was in fact paid by him solely on account of such statutory variation. This may vary from case to case depending upon the nature of statutory variation.

17.3 The BESCOM will deduct Tax at Source as per applicable law from the Proceeds payable to the Contractor.

17.4 The bidder must be GST registered firm having GSTIN.

17.5 As regards the Income Tax, Surcharge on Income Tax and any other Corporate Tax, the BESCOM shall not bear any Tax liability whatsoever. The Bidder shall be liable and responsible for Payment of such Taxes as mandated under the provisions of the Law.

17.6 Notwithstanding anything stated in the Sub-Clause 17.1 to 17.5 above, the BESCOM shall have the right to make deduction at Source from the amounts payable to the Contractor against this Contract in respect of any Tax liability as may be Mandatory in terms of the Law. The BESCOM shall not bear any liability in this regard but shall issue necessary TDS Certificate in respect of such deductions made.

17.7 The Owner's liability for all taxes and duties under the contract shall be limited to only those indicated by the Bidder in the break up prices subject to the statutory variations and variations as per clause No. 17.2 supra.

17.8 If the cost of the Contract during the performance of the contract shall be increased or reduced by reasons of the making, passing or promulgation of any law after the date of submission of bid or by any order, regulation or by-law having the force of law, the amount of such increase or reduction shall be added to or deducted from the 'Contract Price' as the case may be. It is the Bidder's responsibility to furnish details of **taxes,** duties, levies, etc. applicable as on the date of submission of the bid.

17.9 No Claim for any increase towards the Statutory Variation regarding enhancement of existing **CGST, SGST, IGST, levies, cess if any** or

introduction of a new Tax or Duty applicable shall be entertained by the BESCOM during the extended period of Contract, if any, if the extension of the Contract is required due to the causes attributable to the Contractor.

17.10 Before quoting, the Bidder shall ascertain from the concerned **Tax** Authorities of Government of Karnataka/ Govt. of India, the applicability of **CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, CESS if any** etc., **as on the last date of** Techno-Commercial Bid Submission as notified (either original or extended) in respect of this Package and include the same in the quoted Price. No separate Claim in this regard will be entertained by the Owner, as it is the responsibility of the Bidder to pay all these **Taxes**.

Note: The successful bidder shall be entirely responsible for payment of all **taxes**, levies, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. In respect of supply portion, the successful bidder shall pay all types of fees, levies, **taxes**, duties etc. required to be paid by any National or State statute, ordinance or other law or any regulation or bye-law of any local or other duly constituted authority in relation to the execution of works and by the Rules and Regulations of all Public bodies and companies whose property or rights are affected or may be affected in any way of the works. The successful bidder shall in compliance with the above keep the Purchaser indemnified against all such penalties and liability of every kind for breach of any statute, ordinance or law, Regulation or bye-law. Nothing in the contract shall relieve the successful bidder from his responsibility to pay any **tax** that may be levied by the Government on the turnover / profits etc., made by him in respect of the contract.

17.11 **Building and other construction workers welfare CESS:**

The Building and other construction workers welfare cess act 1996, came into operation with effect from 3rd day of November 1995, the government has decided to collect cess now with immediate effect. Accordingly the government has issued order no. LD/300 LET/2006 dated 18.01.2007 & 28.02.2007.

The building & other construction workers welfare cess at the rate of 1% of the amount of **the Supply and Erection portion** of the contract as per the circular issued by BESCOM vide no: BESCOM/BC-49/GM(CT&GST)/AGM(CT&GST)/F-9/2018-19/CYS-34 Dt: 06.09.2018 consequent to the direction issued by Labour department, GoK, will be deducted from the bill at the time of making payment and such amount so deducted from the bill will be remitted to Karnataka State Building and other construction workers welfare board.

It is mandatory to furnish a return in form-i to the concerned assessing officer in terms of section-4 of the building & other construction workers welfare CESS act, 1996 and its rules under 1998. The concerned Contractor shall furnish the aforesaid return to the concerned assessing officer.

17.12 Statutory Variation regarding increase/decrease of existing Taxes & Duties or introduction of a new tax or duty during the Contractual completion period would be to the account of Owner.

18. Price Adjustment:

a) The quoted prices for all the items shall remain fixed during the performance of the contract and shall not be subject to variation on any contract.
b) Currency other than Indian currency would summarily be rejected.

19. Signing of Contract:

a) At the same time as the owner notifies the successful bidder that the bid has been accepted, the BESCOM will send the bidder the Letter of Intent (LOI)/Letter of Award (LOA) incorporating all agreements between the parties.
b) Within 15 days of receipt of the detailed Letter of Intent, the successful bidder shall sign the same and return it to the owner.
c) The Successful bidder will prepare the Contract Agreement as per the proforma enclosed as per Annexure X and the same will be signed within 15 days of Notification of Award.

20. Contract performance guarantee:

20.1 Within 15 days of receipt of Letter of Acceptance, the successful tenderer shall deliver to BESCOM the Security Deposit/Contract Performance Guarantee in the form of Bank Guarantee for an amount equivalent to 5 % of the Contract Price + Additional Security for unbalanced tenders in accordance with clause 25.5 of ITT and clause 43 of the Conditions of Contract as per the Format 10 given in Section 10.

20.2 As a Contract performance guarantee, the successful bidder, to whom the work is awarded, shall be required to furnish the performance guarantee in the form of Bank Guarantee issued by a Public Sector Indian Bank/Scheduled Commercial Bank (in the Second Schedule of the RBI ACT 1934) and the bank should be covered under the Jurisdiction of Indian Laws in the form attached as Annexure-III to this in **favour of General Manager, DAS, BESCOM, Bengaluru. The contract Performance Guarantee amount shall be equal to Five percentage (5%) of the total awarded Contract value** and it shall guarantee the faithful performance of the contract in accordance with the terms and conditions spacified in these documents and specifications. **The Guarantee shall be valid up to 180 days** from the date of expiry of defects liability period (five years) and the additional security for unbalanced Tender shall be valid untill 30 days from the date of issue of the Certificate of Completion.

20.3 The Performance Guarantee shall cover additionally the following guarantees to the owner.

20.3.1 The Successful bidder guarantees the successful and satisfactory operation of the equipment in the scope of contract as per specifications and documents;

20.3.2 The Successful bidder further gurantees that the equipment provided by him/his sub-vendor shall be free from all defects in design, material and workmenship and shall upon written notice from the owner fully remidy free of expences to the owner, such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of General Terms and Conditions in the Sepecial conditions of the Contract.

20.3.3 The Contract performance guarantee is intended to secure the performance of the entire contract. However, it shall not to be construed as limiting the “damages” under the clause entitled “Eqipment Performance Guarantee” in Technical Specifications and Damages stipulated in other clauses in the Bid documents.

20.3.4 The Performance Guarantee will be discharged without any interest at the end of guarantee period, unless otherwise specified in SCC.

20.3.5 Failure of the successful bidder to comply with the requirement of Clause 18.4 of SCC shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security and black listed the bidder, in such event BESCOM will call for new bids.

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Sd-

Manager (Ele)

Grid & TIC

General

DAS, Smart

BESCOM